

**ORDINANCE NO. 3790**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE AND DEED FOR THE PURPOSE OF CONVEYING TO HOWDER, INC. CERTAIN SURPLUS PROPERTY LOCATED AT 506-508 MARYLAND AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND AND PAYING HOWDER, INC. THE SUM OF \$6,000.00 IN EXCHANGE FOR ITS CONVEYANCE OF THE PROPERTY LOCATED AT 414 PARK STREET, CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO THE CITY."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 506-508 Maryland Avenue, in the City of Cumberland, Allegany County, Maryland;

**WHEREAS**, the said property was declared to be surplus property under the terms of Order No. 25,853 passed by the Mayor and City Council on July 21, 2015;

**WHEREAS**, the City desires to purchase 414 Park Street, Cumberland, Maryland from Howder, Inc. in exchange for the aforesaid Maryland Avenue property and the sum of \$6,000.00, said offer being set forth in under the terms of a Contract of Sale attached hereto as Exhibit A; and

**WHEREAS**, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into said Contract of Sale and grant the said conveyance.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract of Sale attached hereto as Exhibit A for the purpose of conveying the real property and the improvements thereon located at

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506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. in exchange for Howder, Inc.'s conveyance of the real property and the improvements thereon located at 414 Park Street, Cumberland, Maryland to the City and the City's payment of \$6,000.00 to Howder, Inc.;

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed effecting the conveyance of the real property and improvements thereon located at 506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. in accordance with the terms of the aforesaid Contract of Sale;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that the City shall accept the deed for 414 Park Street, Cumberland, Maryland, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met;

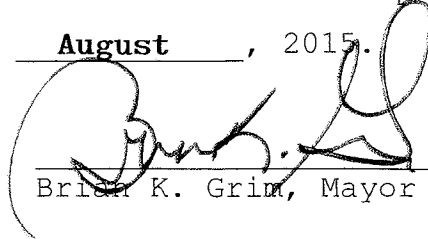
**SECTION 4:** AND BE IT FURTHER ORDAINED, that the City Solicitor and City Administrator are jointly and severally authorized to execute a HUD-1 or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the sale/exchange of the properties referenced herein in accordance with the terms of the Contract of Sale attached hereto as Exhibit A and they are further authorized to deliver the deed for 506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. at the said closing; and

**SECTION 5:** AND BE IT FURTHER ORDAINED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the

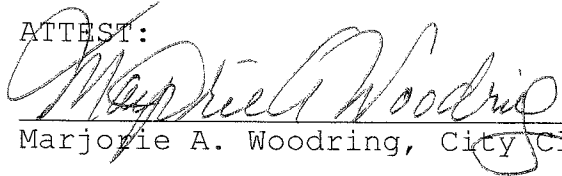
closing is not extended more than sixty (60) days from the originally scheduled closing date.

**SECTION 6:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 18th day of August, 2015.

  
\_\_\_\_\_  
Brian K. Grim, Mayor

ATTEST:

  
\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

1st reading: August 4, 2015  
2nd reading: August 18, 2015  
3rd reading: August 18, 2015

Passed 3-0

## CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Howder, Inc.** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tracts or parcels of land, together with the improvements thereon which are owned by Seller and are hereinafter referred to collectively as the "Property":

A. **414 Park Street**, Cumberland, MD 21502, Allegany County Land Records Book 1308, Page 64, Tax Account No. 22-009923.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Six Thousand Dollars (\$6,000.00), which Purchase Price includes the real property and improvements described in Section 1 above. In addition to the payment of the Purchase Price, Buyer shall transfer an unimproved parcel of land it owns located at 506-508 Maryland Avenue, Cumberland, MD 21502 (Allegany County Land Records Deed Liber 695, folio 735) (the "Unimproved Parcel") to Seller in consideration of Seller's transfer of the Property to Buyer.

3. **Payment Terms.** The Purchase Price shall be paid at settlement.

4. **Estate.** The Property and Unimproved Parcel are being conveyed in fee simple.

5. **Contingencies.** This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.

B. Seller shall be responsible for the termination of all utility services to the Property.

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours of settlement in order to confirm that the Property will be delivered to Seller in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency, but such waiver must be effected in a writing submitted to Seller by Buyer's Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Seller to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

6. **Representations & Warranties.** The Property and Unimproved Parcel are being sold in as-is condition, without any express or implied warranties or representations made as to their condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. The Unimproved Parcel is to be held at the risk of Buyer under legal title has passed or possession has been given to Seller.

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his/her/its execution of this Contract but free of Seller's personal property and all junk, trash and debris.

Buyer agrees to give Seller possession and occupancy of the Unimproved Parcel at the time of settlement. Buyer will deliver the Unimproved Parcel in substantially the same physical condition as of the date of his/her/its execution of this Contract but free of Buyer's personal property and all junk, trash and debris.

9. **Adjustments.** As to the Property, all general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

As to the Unimproved Parcel, all general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Seller.

10. **Deed and Title.**

10.1. **The Property.** Upon payment of the Purchase Price, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Seller's expense by Seller, which shall convey the Property to Buyer. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval. Should Seller desire that Buyer draft the deed, Seller should notify the City Solicitor accordingly.

**10.2. The Unimproved Parcel.** Upon payment of the Purchase Price, a quit claim deed for the Unimproved Parcel containing a covenant of further assurances shall be executed at Buyer's expense by Buyer, which shall convey the Unimproved Parcel to Seller. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Unimproved Parcel is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Unimproved Parcel.

Buyer shall provide Seller with a draft of the deed in advance of settlement for its review and approval.

Buyer's City Solicitor shall not conduct a title search for the Unimproved Parcel for the benefit of Seller unless Seller makes separate arrangements with him for the performance of that service.

**11. Agency/Real Estate Commission.** Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deeds to the Property and Unimproved Parcel or the termination of this Contract.

**12. Seller's Deliverables.**

**12.1. Upon Contract Execution.** Upon the execution of the Contract, Seller shall deliver copies of its Articles of Incorporation, Bylaws, any amendments to those documents, and any resolutions it may have passed pertaining to the execution of this Contract and the conduct of the transactions contemplated by its terms.

**11.2. At Settlement.** In addition to the other documents referenced herein, Seller shall deliver the following documents to Buyer at settlement:

- A. A Certificate of Good Standing showing that Seller is in good standing in the State of Maryland as of the date of settlement; and
- B. An incumbency certificate and a resolution of Seller's Board of Directors authorizing Seller's representative to execute the deed for the Property and such other and further documents are required for or incidental to settlement.

**13. Settlement.** Settlement shall occur no later than forty-five (45) days the effective date of this Contract. It shall occur at the Law Office of Michael Scott Cohen, LLC, 213 Washington Street, Cumberland, MD 21502.

**14. Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract.:

( ) Property Disclosure Statement

( X ) Property Disclaimer Statement

The provisions set forth in this section shall not apply to the Unimproved Parcel.

**15. Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Property and Unimproved Parcel shall be split evenly between the parties.

**16. Lead Based Paint Hazards.** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the properties. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement.

**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer intending that Buyer rely upon such warranty and representation, that the property was constructed prior to 1978. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this section.

\_\_\_\_\_ Buyer's Initials

\_\_\_\_\_ Seller's Initials

17. **Assignability.** This Contract may not be assigned without the written consent of Seller, said consent not to be unreasonably withheld.

18. **Captions.** The marginal captions of this Contract are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

19. **Entire Agreement.** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

20. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

21. **Breach of Contract and Default.** Buyer and Seller are notified and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without



limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for reasonable attorneys' fees incurred as a result of the default.

22. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

23. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT.

25. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

26. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Contract. Once said facsimile and/or other electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

27. **Addenda.** The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as or  
have been written beneath those signatures.

WITNESS:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

By: \_\_\_\_\_  
Brian K. Grim

\_\_\_\_\_  
Date

HOWDER, INC.

By: Linda Deremer, President  
Linda Deremer, President

7/31/2015  
Date

[Signature]

### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish the buyer either (A) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or (B) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

**NOTICE TO OWNER(S):** Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale; otherwise complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address: 414 Park Street, Cumberland, MD 21502  
Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 1308, Page 64

The undersigned owner(s) of the real property described above make no representations or warranties as to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property "as is" with all defects which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Seller: Linda Deremer, President Date: 7/31/15  
Powder, Inc., by Linda Deremer, President

Buyer acknowledges receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor and City Council of Cumberland,  
by Brian K. Grim, Mayor

**Disclosure of Information on Lead-Based Paint  
and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

(a) ☐ Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_  
\_\_\_\_\_

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_  
\_\_\_\_\_

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment (initial)**

(a) ☐ Buyer has retained copies of all information listed above.

(b) ☐ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(c) ☐ Buyer has (check (i) or (ii) below):

or \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

or \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

CONA Agent has informed the seller of the seller's obligations under 42 U.S.C. 4352d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

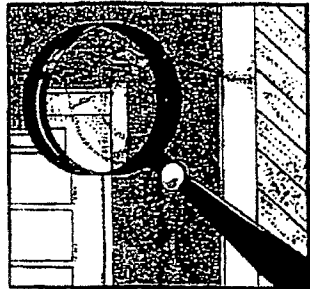
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: \_\_\_\_\_  
Mayor and City Council of Cumberland,  
by Brian K. Grim, Mayor

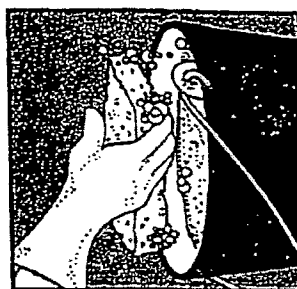
Date: \_\_\_\_\_

Seller: Linda Deremer, Pres  
Howler, Inc., by Linda Deremer, President

Date: 7/31/15



# Protect Your Family From Lead In Your Home



**EPA**  
United States  
Environmental Protection  
Agency



United States Consumer  
Product Safety Commissioner

EPA 747-K-94-001  
May 1995

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

**SELLERS** will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

**RENOVATORS** will have to give you this pamphlet before starting work.

**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children that seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

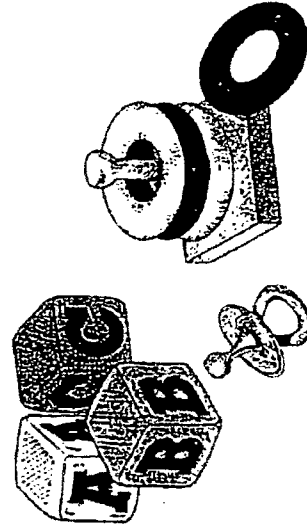
1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.

Even children who appear healthy can have dangerous levels of lead.

- People can get lead in their body if they:
- ◆ Put their hands or other objects covered with lead dust in their mouths.
  - ◆ Eat paint chips or soil that contain lead.
  - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- ◆ Children's growing bodies absorb more lead.
- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



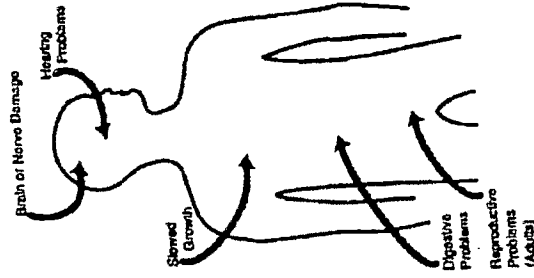
### Lead's Effects

If not detected early, children with lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



Lead affects the body in many ways.



## Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- ◆ Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead in the paint).
- ◆ Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range from changes in your diet to medication or a hospital stay.*

## Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars).

## Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

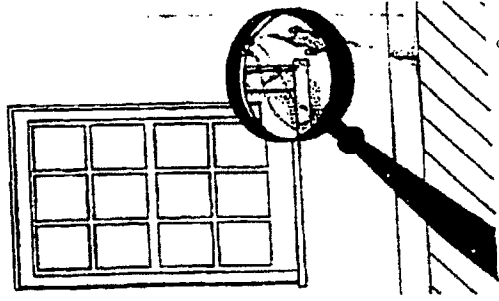
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, and banisters.
- ◆ Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

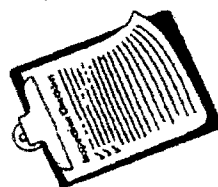
Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards



## Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



- You can get your home checked for lead hazards in one of two ways, or both:
- ◆ A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
  - ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see page 12).*

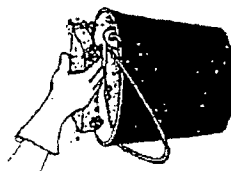
- Trained professionals use a range of methods when checking your home, including:
- ◆ Visual inspection of paint condition and location.
  - ◆ Lab tests of paint samples.
  - ◆ Surface dust tests.
  - ◆ A portable x-ray fluorescence machine.

Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

## What You Can Do Now to Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**



- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.



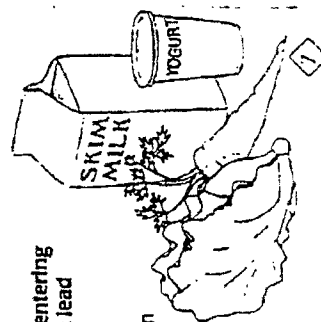
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.

- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.

- ◆ Keep children from chewing window sills or other painted surfaces.

- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.

- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.



## Remodeling or Renovating a Home With Lead-Based Paint

### How To Significantly Reduce Lead Hazards

In addition to day-to-day cleaning and good nutrition:

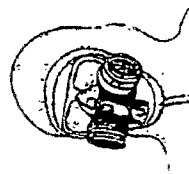
- ◆ You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planing grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



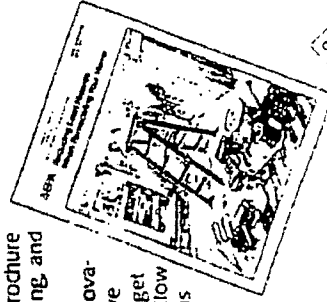
Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



## Slate Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 592-3012	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 456-1158
Delaware	(202) 727-9850	North Carolina	(919) 715-3293
District of Columbia	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Maine	(207) 287-4311	Washington	(206) 733-2556
Michigan	(517) 335-8085	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

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## EPA Regional Offices

Your Regional EPA office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
John F. Kennedy Federal Building  
One Congress Street  
Boston, MA 02203  
(617) 555-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)  
Building 5  
2880 Woodbridge Avenue  
Edison, NJ 08837-3678  
(908) 321-6671

Region 3 (Delaware, Washington D.C., Maryland, Pennsylvania, Virginia, West Virginia)  
841 Chestnut Building  
Philadelphia, PA 19107  
(215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
345 Courtyard Street, NE  
Atlanta, GA 30365  
(404) 347-4177

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
77 West Jackson Boulevard  
Chicago, IL 60604-3590  
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)  
First Interstate Bank Tower  
1445 Ross Avenue, 12th Floor, Suite 1200  
Dallas, TX 75202-2733  
(214) 665-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska)  
775 Minnesota Avenue  
Kansas City, KS 66101  
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
939 18th Street, Suite 500  
Denver, CO 80202-2405  
(303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 764-1124

Region 10 (Idaho, Oregon, Washington, Alaska)  
1200 Sixth Avenue  
Seattle, WA 98101  
(206) 553-1200

## CPSC Regional Offices

Eastern Regional Center  
6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

Central Regional Center  
230 Smith Dearborn Street  
Room 2844  
Chicago, IL 60604-1601  
(312) 353-8260

Western Regional Center  
600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

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## Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high  
levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.